



**CITY OF SUNNYVALE  
REQUEST FOR PROPOSALS**

**IRFP # 14-01  
PROPOSALS DUE:  
DATE: 8/30/13 TIME: 4 p.m.**

**This is an invitation** seeking proposals from qualified dispute resolution/mediation agencies and/or firms interested in providing Community Dispute Resolution Services to the City of Sunnyvale community, as specified herein.

The City seeks a qualified consultant to provide cost-effective and responsive dispute resolution and mediation services primarily focused on tenant/landlord disputes, including disputes between mobile home park residents and park management/owners, and other housing-related disputes. Consultant may handle other types of community disputes, such as: those between neighbors, between residents and adjacent businesses, within homeowners' associations, and others as may be referred by the City, to the extent possible within the contract budget.

**Submittal Process/Instructions**

Proposals should be brief but concise and based on the Scope of Services. Failure to comply with all requirements may result in a determination that the proposer is nonresponsive.

All questions related to this Informal Request for Proposals shall be addressed directly to the Buyer at [dhoward@sunnyvale.ca.gov](mailto:dhoward@sunnyvale.ca.gov) or 408-730-7396. Contact with other City employees during the proposal process is expressly prohibited without prior written consent of the City's Buyer. Proposers who directly contact City employees risk elimination of their proposals from consideration.

Proposals must be submitted to the Purchasing Division by the due date and time indicated in the upper right corner of this page. Proposals may be transmitted by facsimile machine to 408-730-7710; by e-mail to [dhoward@sunnyvale.ca.gov](mailto:dhoward@sunnyvale.ca.gov) by mail, delivery service or in person to the Purchasing Division, City Hall Annex, 650 West Olive Avenue, Sunnyvale, CA 94088-3707.

**Late Proposals** - Proposer shall be responsible for the timely delivery of proposal. Proposals received after the deadline for receipt of proposals shall not be accepted.

**Public Opening of Proposals** - There will not be a public opening of this IRFP. Responses will be available to the public for review after Contract Award.

**Proposal to Remain Open** - The proposer shall guarantee its proposal for a period of ninety (90) calendar days from the date of public opening.

**Non-Collusion Certification** - By submitting a proposal, proposer is certifying that it has not directly or indirectly been collusive with any other proposer in the preparation and submission of the proposal. If at any time it shall be found that the proposer to whom a contract has been awarded has, in presenting the proposal, colluded with any other party or parties, said proposer shall be liable to the City for all loss or damage which the City has or may suffer as the result of the collusive activity, including, but not limited to, the cost of advertising and awarding a new contract.

**Disclaimers**

This Request for Proposal does not commit the City to award a contract or to pay any costs incurred in the preparation of a proposal in response to this Request.

The City reserves the right to accept or reject any or all proposals received, to negotiate with qualified proposers or to cancel the Request.

The City may require proposer to submit additional data or information the City deems necessary to substantiate the costs presented by the proposer. The City may also require proposer to revise one or more elements of its proposal in accordance with contract negotiations.

The City reserves the right to evaluate proposals for a period of sixty (60) days before deciding which proposal, if any, to accept.

### **Sunnyvale Business License**

The successful proposer must possess a current, valid Sunnyvale business license or must have submitted a Sunnyvale business license application and fee at the time of contract award. Non-profit proposers may submit a “determination of non-profit status” letter from the IRS in lieu of a business license.

### **Contract and Other Required Documents**

Contract documents will consist of this Informal Request for Proposals; its attachment(s) and addenda, if any; the successful proposer’s completed and signed Proposal; the successful proposer's proof of insurance coverage; and an executed Consultant Services Agreement (Attachment A).

**Exceptions to the City's contractual terms and conditions must be identified in writing as part of the proposal response. If no exceptions are noted, the proposer waives its right to make changes to the City's terms and conditions.**

### **Evaluation of Proposals**

The City may evaluate proposals solely on the basis of the proposer’s written submittal, or it may require those firms it deems to have submitted the best proposals to meet with or make a presentation to the evaluation team.

Proposals will be evaluated on qualifications, experience and total value to the City.

### **Reservations**

The City reserves the right to:

Postpone the submittal deadline;

1. Make any investigations deemed necessary to determine proposer's qualifications and ability to provide the required services;
2. Enter into discussions with any proposer to achieve clarification and/or full understanding of the proposal;
3. Enter into negotiations with those proposers reasonably likely of being considered for selection for contract award; and
4. Reject any or all proposals for any reason in the best interest of the City.

### **Scope of Work**

The selected consultant shall perform the tasks and provide the deliverables described herein related to community dispute resolution and mediation services, focusing primarily on tenant/landlord disputes for the City of Sunnyvale. These services shall be offered to those who live, work, and/or own property in Sunnyvale. Consultant shall not charge Sunnyvale clients any fees for these services, rather it shall invoice the City for services provided under this contract, up to the contract limit. After the City contract amount has been fully expended, Consultant may, at its own sole discretion, continue providing similar services to clients within Sunnyvale, paid for by any other source of funding available to Consultant, however City shall not be liable for payment for any such additional services.

Services are intended to address any kind of rental dispute or other housing-related disputes, such as evictions, rent increases causing tenant hardships, repair and maintenance concerns, mobile home park issues, noise, privacy, security deposits, and general tenant/landlord rights and responsibilities. Other types of community disputes may also be accommodated to the extent possible within contract budget. Requests for services shall be handled in the order received, however if multiple requests are received at the same time, tenant/landlord disputes shall be handled before non-rental issue disputes. If further prioritization is needed, requests for tenant/landlord dispute services from verified lower-income households shall be handled as a first priority. Consultant shall be responsible for performing income verification if needed.

Consultant shall be responsible for marketing and publicizing these services to the community to the extent needed to fully expend contract amount and complete the contract objectives. All outreach/marketing efforts shall be undertaken at Consultant's sole expense as a routine cost of doing business. Consultant shall be available to handle Sunnyvale inquiries and requests for service during standard weekday business hours via phone, email, and in person at an office location in Sunnyvale or within 5 miles of the Sunnyvale city limits. Consultant shall use bilingual staff and/or universal language access phone services and technologies to assist Sunnyvale callers in their preferred language.

**Tasks:**

1. Provide Dispute Resolution Services:

Provide dispute resolution services, including counseling and conciliations, upon request by Sunnyvale residents, local workers, and/or business owners. Conciliations are staff-led dispute resolution services usually performed by separate staff phone calls to the parties rather than through an in-person meeting of the parties involved and the Consultant.

2. Provide Mediation Services:

Professional mediation services shall be provided by attorney mediators and/or conflict resolution specialists with expertise in tenant/landlord law, housing law, and general conflict resolution. Mediators will have at least two years of professional mediation experience and at least 25 hours of training. Volunteer mediators may be used with adequate training, oversight and supervision by a qualified, experienced mediator.

3. Provide quarterly reports and invoices:

Reports and invoices shall be submitted in a format to be specified by the City on services rendered under the contract, to include but not limited to: number of cases by type of service (conciliation or mediation), outcome of case (resolved or unresolved), unique case ID number, and type of party that initiated the case (tenant, landlord, neighbors, business, low-income tenant, or other specified party). Invoices should include detail on charges based on Consultant's hourly rates, materials and supplies, and overhead as specified in the proposal, and should indicate how charges relate to the number of cases reported (i.e., actual hours of service or flat rate per case based on documented average expenses/staff time used per case).

**Proposal Submittal**

The City discourages overly lengthy proposals. However, the proposal shall include the following information at a minimum:

1. Proposer's complete name, business address, and telephone number and the name, mailing address, and telephone number of person the City should contact regarding the proposal.
2. A description of the proposer's organization, including names of principals, number of employees, longevity, client base, areas of specialization and expertise and any other pertinent information in such a manner that proposal evaluators may reasonably formulate an opinion about the stability and financial strength of the organization.

3. Proposers may form teams and/or subcontract with other entities to provide the requested services, but must disclose all team members and/or subconsultants, and identify the lead entity which shall take responsibility for all administrative, management, legal and fiscal obligations that required, and serve as the primary contact for Proposer in the selection and negotiation process.
4. A complete disclosure of any prior or ongoing incidents as to which it is alleged that proposer has defaulted or failed to perform which has led the other party to terminate the contract. Identify the parties involved and the circumstances of the default or termination. Also describe any civil or criminal litigation or investigation pending which involves proposer or in which proposer has been judged guilty or liable.
5. Three references for whom proposer has performed similar services of similar scope within the past three years. Include the organization name and address, the name and telephone number of a contact person, and a brief description of the services performed by the consulting firm.
6. A narrative statement that illustrates proposer's understanding of the service requirements.
7. A narrative statement that details a method of accounting for and measuring the results of the services proposed, so that their effectiveness in preventing and resolving disputes and achieving the broader goals of the program, such as preventing evictions and/or violations of tenant/landlord law, may be measured on an annual basis.
8. A description of the management plan proposer intends to employ for the project and an explanation of how it will support all project requirements and logically lead to the required deliverables. The description must include the organization of the project team, including accountability and lines of authority.
9. Total cost for completion of the services described in this Request for Proposals, a proposed payment schedule, and current rate sheets as detailed below (Cost of Service Requirements).

The City requires a fixed price contract for the requested services.

**PLEASE NOTE: The City of Sunnyvale does not pay for services before it receives them. Therefore, do not propose contract terms that call for up-front payments or deposits. Also, the City reimburses direct expenses only at actual cost---not cost plus some percentage or markup.**

11. The signature(s) of the company officer(s) empowered to bind the firm, with the title of each (e.g., president, general partner).

### **Cost of Service Requirements**

Proposers shall submit detailed pricing in their proposal submissions as follows:

1. Submit schedule of hourly rates for all staff involved in providing services under this contract, and any other direct costs of providing services (i.e., materials and supplies). For non-profit proposers, all costs must be based on actual costs to provide service (i.e., pay & benefits for program staff), consistent with OMB requirements for non-profits. Any indirect costs, administrative overhead, occupancy costs, directly related to providing proposed services should be itemized separately from

hourly rates. . For-profit proposers may submit rates deemed competitive and reasonable and need not provide evidence of actual costs to proposer.

2. Submit a proposed contract budget that shows:
  - a. A separate cost subtotal for Tasks 1, 2, and 3 (reporting) respectively, as described in Scope of Work above, derived from the hourly rates provided and the estimated amount of time and materials needed to achieve tasks.
  - b. An estimated number of unduplicated Sunnyvale clients to be served under Task 1 and 2, respectively, consistent with the budgeted subtotals and the hourly rates provided.

All clients must be Sunnyvale residents or prospective residents (housing seekers), or Sunnyvale rental property owners/managers.

### **Addenda**

Proposer acknowledges receipt of the following Addenda:

Number \_\_\_\_\_ Date \_\_\_\_\_

Number \_\_\_\_\_ Date \_\_\_\_\_

Number \_\_\_\_\_ Date \_\_\_\_\_

## **ATTACHMENT A**

### **SAMPLE**

#### **CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF SUNNYVALE AND \_\_\_\_\_ TO PROVIDE COMMUNITY DISPUTE RESOLUTION SERVICES TO THE SUNNYVALE COMMUNITY**

THIS AGREEMENT, dated \_\_\_\_\_, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and \_\_\_\_\_ ("CONSULTANT").

WHEREAS, CITY is in need of services for the preparation of a Feasibility Study for an area of the CITY known as Sunnyvale Landfill; and

WHEREAS, CONSULTANT possesses the skill and expertise to provide the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT

#### **1. Contract Documents**

The complete Contract consists of the following documents: Informal Request for Proposal No. 14-01, consisting of a Notice Inviting Proposals, Instructions to Proposers, Specifications, Terms and Conditions, CONSULTANT's completed Proposal and Scope of Work. These documents are all incorporated by reference. The documents comprising the complete contract are collectively referred to as the Contract Documents.

Any and all obligations of the CITY and the CONSULTANT are fully set forth and described therein.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all documents.

#### **2. Time for Performance**

The term of this Agreement shall begin on the date of execution of contract through June 30, 2014. Extensions of time may be granted by the City upon a showing of good cause.

#### **3. Duties of CITY**

CITY shall supply any documents or information available to City required by CONSULTANT for performance of its duties. Any materials provided shall be returned to CITY upon completion of the work.

#### **4. Compensation**

CITY agrees to pay CONSULTANT at the rate of {amount in words} {\$amount in figures} per {unit of measure}. Total compensation shall not exceed {amount in words} {\$amount in figures}.

CONSULTANT shall submit invoices to CITY no more frequently than monthly for services provided to date. Payment shall be made within thirty (30) days upon receipt of an accurate, itemized invoice by CITY's Accounts Payable Unit.

5. Ownership of Documents

CITY shall have full and complete access to CONSULTANT's working papers, drawings and other documents during progress of the work. All documents of any description prepared by CONSULTANT shall become the property of the CITY at the completion of the project and upon payment in full to the CONSULTANT. CONSULTANT may retain a copy of all materials produced pursuant to this Agreement.

6. Conflict of Interest

No officer or employee of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONSULTANT shall not accept employment or an obligation which is inconsistent or incompatible with CONSULTANT's obligations under this Agreement.

7. Confidential Information

CONSULTANT shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which CONSULTANT may become aware in the performance of its services.

8. Compliance with Laws

- (a) CONSULTANT shall not discriminate against, or engage in the harassment of, any City employee or volunteer or any employee of CONSULTANT or applicant for employment because of an individual's race, religion, color, sex, gender identity, sexual orientation (including heterosexuality, homosexuality and bisexuality), ethnic or national origin, ancestry, citizenship status, uniformed service member status, marital status, family relationship, pregnancy, age, cancer or HIV/AIDS-related medical condition, genetic characteristics, and physical or mental disability (whether perceived or actual). This prohibition shall apply to all of CONSULTANT's employment practices and to all of CONSULTANT's activities as a provider of services to the City.
- (b) CONSULTANT shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

9. Independent Consultant

CONSULTANT is acting as an independent Consultant in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and CONSULTANT. CONSULTANT is responsible for paying all required state and federal taxes.

10. Indemnity

CONSULTANT shall indemnify and hold harmless CITY and its officers, officials, employees and volunteers against any and all suits, claims, damages, liabilities, costs and expenses, including attorney fees, arising out of the performance of the work described herein, caused by or related to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, subConsultants, or agents in the performance (or non-performance) of services under this Agreement.

11. Insurance

CONSULTANT shall take out and maintain during the life of this Agreement policies of insurance as specified in Exhibit "A" attached and incorporated by reference, and shall provide all certificates or endorsements as specified in Exhibit "A."

12. CITY Representative

Suzanne Ise, as the City Manager's authorized representative, shall represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

13. CONSULTANT Representative

\_\_\_\_\_, shall represent CONSULTANT in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of CONSULTANT pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the CONSULTANT representative.

14. Notices

All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and shall be personally delivered, sent by first class with postage prepaid, or sent by commercial courier, addressed as follows:

To CITY: Suzanne Ise, Housing Officer  
Community Development  
CITY OF SUNNYVALE  
P. O. Box 3707  
Sunnyvale, CA 94088-3707

To CONSULTANT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission must be sent by first class mail or commercial carrier, or hand delivered. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of two days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

15. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

16. Termination

If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) days after written notification of failure to pay.



Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.

17. Entire Agreement Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

18. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

APPROVED AS TO FORM:

CITY OF SUNNYVALE ("CITY")

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Purchasing Officer

\_\_\_\_\_  
("CONSULTANT")

By \_\_\_\_\_

\_\_\_\_\_  
Name and Title

By \_\_\_\_\_

\_\_\_\_\_  
Name and Title

## **EXHIBIT "A"**

### **INSURANCE REQUIREMENTS**

CONSULTANT shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by CONSULTANT, its agents, representatives, or employees.

#### **Minimum Scope and Limits of Insurance**

CONSULTANT shall maintain limits no less than:

1. **Commercial General Liability**: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. ISO Occurrence Form CG 0001 is required.
2. **Automobile Liability**: \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 is required.
3. **Workers' Compensation** and **Employer's Liability**: \$1,000,000 per accident for bodily injury or disease.
4. **Errors and Omissions** Liability Insurance appropriate to CONSULTANT's profession: \$1,000,000 per occurrence.

#### **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared and approved by CITY. CONSULTANT shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

#### **Other Insurance Provisions**

The **general liability** and **automobile liability** policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of activities performed by or on behalf of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT; or automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents or volunteers, except as follows: Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of section 2782 of the Civil Code.
2. For any claims related to this project, CONSULTANT's insurance shall be primary. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, agents and volunteers shall be excess of CONSULTANT's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, its officers, officials, employees, agents or volunteers.
4. CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to CITY.

#### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to CITY.

#### Verification of Coverage

CONSULTANT shall furnish to CITY original Certificate(s) of Insurance and endorsements effecting the coverage required. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by CITY prior to commencement of work.